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NOV - 4

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November 2, 2005

Michael E. Kunz
U.S. Courthouse, 601 Market Street
Room 2609
Philadelphia, PA 19106

Re: **Ryan Knibbs v. CIGNA Corporation, et al.**
Civ Action No.: 05-CV-4739

FILED
NOV 03 2005
MICHAEL E. KUNZ, Clerk
By _____ Dep. Clerk

Dear Mr. Kunz:

Enclosed please find Exhibit A to the Plaintiff's Response to the Motion to Stay Judicial Proceedings and Permit Arbitration. The original of the motion was filed through Pacer. Thank you for your indulgence.

Respectfully Submitted,


THOMAS MORE HOLLAND

TMH/jb
Enclosure

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FACSIMILE COVER SHEET

DATE:

11/1/05

TO:

Brad Strawn, Esq

FAX #:

267-402-3131

PHONE #:

267-402-3047

FROM:

PAGES TO FOLLOW (5) (Not including cover sheet)

RE:

Ryan Knibbs v. CIGNA

COMMENTS:

Please revise stip accordingly.

I apologize for the delay due to a personal/professional crisis. I am preparing a reply to your motion. JMH

IN CASE OF INCOMPLETE TRANSMISSION OR DIFFICULTY IN RECEIVING, CALL (215) 592-8080.



IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

RYAN KNIBBS,

Plaintiff

v.

CIGNA Corporation, Connecticut General
Life Insurance Company (CGLIC), John A.
Steinmacher, and Eugene L. Piro,

Defendants

Civil Action No. 05-CV-4739

JURY TRIAL DEMANDED

**STIPULATION AND CONSENT MOTION TO STAY PROCEEDINGS
TO ALLOW FOR ARBITRATION OF CLAIMS**

COMES NOW Plaintiff Ryan Knibbs ("Plaintiff") and Defendants CIGNA Corporation, Connecticut General Life Insurance Company, John A. Steinmacher, and Eugene L. Piro (collectively "Defendants"), by and through undersigned counsel and pursuant to Rule Local Rule 7.1 and the Federal Arbitration Act ("FAA"), 9 U.S.C. § et seq., respectfully move this Court to stay the judicial proceedings pending arbitration. In support of their Motion, Plaintiff and Defendants state as follows:

1. Plaintiff Ryan was employed by Connecticut General Life Insurance Company ("CGLIC"), which is a line of business within Defendant CIGNA's healthcare division.

2. ~~2013-2014~~ a CIGNA company, has in effect an Employment Dispute Resolution Program, which provides a forum for the resolution of employment related issues by neutral, third party arbitrators.

3. ~~On January 13, 2001, Plaintiff signed an Employee Handbook Receipt and Agreement which contains an agreement to use CGLIC's internal and external employment dispute resolution processes to resolve legal claims against Defendants rather than to go to court~~

or to a government agency for a hearing to decide his legal claims, and to submit his employment related claims except workers' compensation and unemployment compensation to final and binding neutral third party arbitration. (Exhibit 1, Employee Handbook Receipt and Agreement).

4. The Employee Handbook states that employees must use arbitration for employment related disputes rather than go to court. (Ex. 1).

5. The agreement to arbitrate applies to serious employment-related disagreements and problems, which are those that concern a right, privilege, or interest recognized by applicable law. Such serious disputes include claims, demands, or actions under, among others, the Americans with Disabilities Act, the Family and Medical Leave Act, and any other federal, state, or local statute, regulation, or common law doctrine, regarding employment discrimination, conditions of employment, or termination of employment. (Ex. 1)

6. Plaintiff filed the above-styled ^{action} in this Court ~~action~~ against Defendants claiming his employment was improperly terminated in violation of the Family and Medical Leave Act of 1993, the Americans With Disabilities Act of 1991, the Pennsylvania Human Relations Act, and the common laws of the Commonwealth of Pennsylvania.

~~7. Plaintiffs' claims are expressly covered by the arbitration policy he agreed to with Defendant CGLIC.~~ ✓

8. This Court has previously enforced CIGNA Companies arbitration policies with respect to employment related claims. Brennan et al. v. ACE INA Holdings et al., No. 00-2730, (E.D.Pa. June 8, 2001) (Tucker, J.) (Exhibit 2); Venuto v. Ins. Co. of N. Am., No. 98-96, 1998 WL 414723 (E.D. Pa. July 22, 1998) (Giles, J) (Exhibit 3).

9. Accordingly, the parties respectfully request that this Court stay the instant judicial proceedings to allow the parties to resolve Plaintiff's claims against Defendants through

binding arbitration by a neutral third party arbitrator using the CIGNA Companies' Employment Dispute Arbitration Rules and Procedures.

WHEREFORE, Plaintiff Ryan Knibbs and Defendants CIGNA Corporation, Connecticut General Life Insurance Company, John A. Steinmacher, and Eugene L. Piro respectfully request that this Court grant the instant motion and stay judicial proceedings in order to allow for the arbitration of Plaintiff's claims.

By: /s/ Thomas More Holland
Thomas More Holland, Esquire
Law Offices of Thomas More Holland
Grace Hall
1522 Locust Street
Philadelphia, PA 19102
(215) 592-8080

Attorney for Plaintiff Ryan Knibbs

By: /s/ Kristine Grady Derewicz
Kristine Grady Derewicz, Esquire
Littler Mendelson, P.C.
Three Parkway, Suite 1400
1601 Cherry Street
Philadelphia, PA 19102
(267) 402-3003

Attorney for Defendants CIGNA Corporation, Connecticut General Life Insurance Company, John A. Steinmacher, and Eugene L. Piro

Dated: October __, 2005

Dated: October __, 2005

CERTIFICATE OF SERVICE

I, Bradley E. Strawn, certify that I caused the foregoing Stipulation and Consent Motion to Stay Proceedings and Allow for Arbitration of Claims to be served on, via first class mail upon the following:

Thomas More Holland, Esquire
Law Offices of Thomas More Holland
Grace Hall
1522 Locust Street
Philadelphia, PA 19102

Dated: October __, 2005

Bradley E. Strawn

IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF PENNSYLVANIA

RYAN KNIBBS,

Plaintiff

v.

CIGNA Corporation, Connecticut
General Life Insurance Company
(CGLIC), John A. Steinmacher, and
Eugene L. Piro,

Defendants

Civil Action No. 05-CV-4739

JURY TRIAL DEMANDED

ORDER

AND NOW, this ____ day of _____, 2005, it is hereby
ORDERED that the instant proceedings are STAYED to allow for the arbitration of
Plaintiff's claims pursuant to CIGNA Companies' Employment Dispute Arbitration
Rules and Procedures and consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1 et
seq.

PROOF OF SERVICE

I hereby certify that a true and correct copy of the foregoing correspondence to the Clerk of Court and Exhibit A was served upon the following parties by regular mail on November 2, 2005:

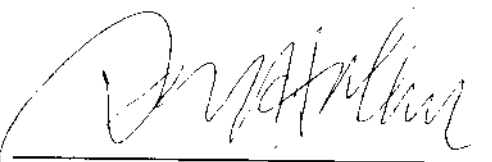
Michael E. Kunz
U.S. Courthouse, 601 Market Street
Room 2609
Philadelphia, PA 19106

Bradley E. Strawn, Esquire
Littler Mendelson
The National Employment &
Labor Law Firm
Three Parkway, 1601 Cherry Street
Suite 1400
Philadelphia, PA 19102-1321

The Honorable Legrome D. Davis
U.S. Courthouse, 601 Market Street
Room 5918
Philadelphia, PA 19106

FILED
NOV 10 3 2005
MICHAEL E. KUNZ, Clerk
By Dep. Clerk

November 2, 2005
DATE


THOMAS MORE HOLLAND
Attorney for Plaintiff